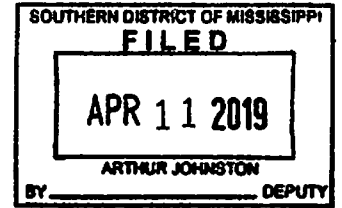


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION



HUNTINGTON INGALLS INCORPORATED

VERSUS

CIVIL ACTION NO. 1:19cv236 LG-RHW

OHT HAWK AS, OFFSHORE HEAVY TRANSPORT
AS, SONGA SHIPMANAGEMENT LTD,
and the M/V HAWK, her engines, tackle,
Apparel, furniture, etc., in rem

VERIFIED COMPLAINT

NOW INTO COURT, through undersigned counsel, comes Plaintiff, Huntington Ingalls Incorporated ("HII"), and for its Verified Complaint against OHT Hawk AS, *in personam*, Offshore Heavy Transport AS, *in personam*, Songa Shipmanagement Ltd, *in personam* and the M/V HAWK, *in rem*, avers upon information and belief as follows:

I.

Made Defendants herein are:

a) OHT Hawk AS ("OHT"), *in personam*, a foreign corporation with its principal place of business in Oslo, Norway, which at all pertinent times was doing business within the State of Mississippi and this judicial district, and is the registered owner of the M/V HAWK;

b) Offshore Heavy Transport AS ("Offshore"), *in personam*, a foreign corporation with its principal place of business in Oslo, Norway, which at all pertinent times was doing business within the State of Mississippi and this judicial district, and is the operator and, upon information and belief, the beneficial owner of the M/V HAWK;

c) Songa Shipmanagement Ltd ("Songa"), *in personam*, a foreign corporation with its

principal place of business in Paisley, United Kingdom, which at all pertinent times was doing business within the State of Mississippi and this judicial district, and is the technical manager of the M/V HAWK; and

d) The M/V HAWK, *in rem*, a 223 meter long, 56 meter breadth heavy load ocean carrier, flying the flag of Norway, bearing IMO No. 8616556, which at all times pertinent was and is owned and/or operated by OHT Hawk AS and Offshore Heavy Transport AS, and which is now, or during the pendency of this action will be, afloat upon the navigable waters of the United States within the territorial limits of this judicial district and the jurisdiction of this Honorable Court.

II.

This is an admiralty and maritime claim within the meaning of 28 U.S.C. §1333 and Rule 9(h) of the Federal Rules of Civil Procedure.

III.

Venue is proper in this judicial district because the events giving rise to this claim occurred in this district.

IV.

HII is the owner of a shipyard, berth and test barge, all located adjacent to the navigable waters of Pascagoula Bay, Pascagoula, MS.

V.

On or about 29 March 2019, the M/V HAWK attempted to berth at HII's facility in Pascagoula to deliver a floating dry dock that was consigned to HII and to be discharged at HII's facility.

VI.

At approximately 1013 hours on 29 March 2019, as the M/V HAWK was approaching the HII berth, an HII test barge was safely and securely moored in an adjacent area of HII's facility, where it was supporting work HII was performing on an under-construction U.S. Navy Destroyer, the USS DELBERT D BLACK (DDG 119).

VII.

Without warning to HII and due to no fault of HII, as the M/V HAWK approached the HII berth, the M/V HAWK lost control, veered off course, and allided with HII's test barge and the USS DELBERT D BLACK (DDG 119), causing significant damage to the test barge, floating dry dock, HII's wharf facilities and the USS DELBERT D BLACK (DDG 119).

VIII.

As a result of the allision, HII sustained substantial physical and economic damages, including significant delay and disruptions of its operations and existing work schedule. For purposes of the present verified complaint, HII currently estimates its damages to be as follows:

- a) Damage and repair to the HII test barge and wharf facilities - \$10.1 million dollars;
- b) Delay and disruption of HII's facilities - \$21.1 million dollars.

Further, HII has suffered additional damages due to this allision, which amounts will be proven at trial. These current damage estimates are for HII's damages only and do not include the damage sustained by the U.S. Navy to repair allision damage to the USS DELBERT D BLACK (DDG 119), which HII estimates is approximately \$30.9 million, plus additional delay and disruption damages the Navy may have sustained as a result of the allision.

IX.

OHT, Offshore, and Songa, as owners, operators and technical managers of the M/V HAWK, and the M/V HAWK, *in rem*, are liable to HII for the damages sustained to HII's test barge and wharf facilities, as well as HII's delay and disruption damages, which were all caused solely by the fault, neglect, and/or lack of due care on the part of OHT Hawk AS, Offshore Heavy Transport AS, and Songa Shipmanagement Ltd, as well as the unseaworthiness of the M/V HAWK, all of which was in the privity and knowledge of OHT, Offshore, and Songa, including but not limited to:

- 1) Operating the M/V HAWK in a negligent and/or unseaworthy manner;
- 2) Operating the M/V HAWK without a properly trained and competent crew;
- 3) Failure to use a sufficient number of and/or appropriate types of mooring and/or tug lines, having adequate strength and in proper condition, to securely bring the M/V HAWK into HII's berth;
- 4) Failure to use an adequate number of tugboats of sufficient horsepower to maintain the M/V HAWK as it was approaching HII;
- 5) Failure of the captain and crew of the M/V HAWK to properly navigate and control the vessel;
- 6) Failure of the captain and crew to exercise reasonable care in the operation of the M/V HAWK;
- 7) Failure of the captain and crew of the M/V HAWK to take the necessary evasive maneuvers to avoid allision with the test barge and HII wharf facilities;
- 8) Failure to ensure that the M/V HAWK was in all respects fit and seaworthy for its

intended purpose and use; and

9) Other acts of negligence and/or unseaworthiness to be established at trial of this matter.

X.

OHT Hawk AS, Offshore Heavy Transport AS, and Songa Shipmanagement Ltd, as owners, operators and technical managers of the M/V HAWK, and the M/V HAWK, *in rem*, are presumed to be at fault in this allision, all as provided for under the application of the Oregon Rule and/or the Louisiana Rule.

XI.

As a result of defendants' negligence and unseaworthiness, HII is entitled to a judgment against the defendants for the full amount of HII's damages, including, but not limited to, the cost to repair the test barge and HII's wharf facilities, the USS DELBERT D BLACK (DDG 119), as well as all consequential damages, delay, disruption, survey costs, salvage expenses and all other related expenses, costs and pre-judgment interest and other damages that will be proven at trial.

XII.

As a result of the allision, HII has a preferred maritime lien on the M/V HAWK, *in rem*, and a right to arrest said vessel to perfect its preferred maritime lien under Rule C of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions of the Federal Rules of Civil Procedure.

XIII.

Upon information and belief, the M/V HAWK is now, or will during the pendency of this

action be, afloat on the navigable waters of the United States within the jurisdictional limits of this Honorable Court. HII is, therefore, entitled to, and hereby prays for, an order pursuant to Rule C instructing the Clerk of this Court to issue a Warrant of Arrest directing the United States Marshal for this district to arrest the M/V HAWK currently lying afloat at the Port of Pascagoula, and to retain said vessel in his custody and control until such time as the defendants post security in an adequate amount and appropriate form to obtain the vessel's release, failing which, the said vessel should be condemned and sold to satisfy HII's claims herein.

XIV.

Based on the foregoing, HII is entitled to a judgment holding defendants, OHT Hawk AS, Offshore Heavy Transport AS, Songa Shipmanagement Ltd, and the M/V HAWK, *in rem*, jointly and severally liable for all damages sustained by HII as described herein, plus all expenses, attorneys' fees and pre and post-judgment interest on all sums awarded.

XV.

All and singular, the foregoing premises are true and correct and within the admiralty and maritime jurisdiction of the United States of America and this Honorable Court.

WHEREFORE, considering the foregoing, plaintiff, Huntington Ingalls Incorporated, prays:

1. That defendants, OHT Hawk AS, *in personam*, Offshore Heavy Transport AS, *in personam*, Songa Shipmanagement Ltd, *in personam*, and the M/V HAWK, *in rem*, be summoned to appear and answer, all and singular, the allegations of this Verified Complaint;
2. That process in due form of law be issued pursuant to Rule C of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions of the Federal Rules of

Civil Procedure, and that the M/V HAWK, *in rem*, be arrested and held to satisfy Huntington Ingalls Incorporated's claims, plus interest, costs and attorneys' fees;

3. That all parties claiming an interest, title or right in the said vessel appear and answer, all and singular, the allegations of this Verified Complaint;

4. That after due proceedings, plaintiff have judgment holding defendants, OHT Hawk AS, *in personam*, Offshore Heavy Transport AS, *in personam*, Songa Shipmanagement Ltd, *in personam*, and the M/V HAWK, *in rem*, jointly and severally liable to HII for all damages resulting from the matters described herein and all liability and expenses incurred by plaintiff in an amount to be proven at trial, plus interest, costs and attorneys' fees;

5. That the M/V HAWK be condemned and sold to satisfy any judgment awarded by the Court herein; and

6. For all such other relief that justice and the nature of the case will allow.

Respectfully submitted:

BY: HUNTINGTON INGALLS INCORPORATED

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PLEASE SERVE AND ARREST:

M/V HAWK, *in rem*
Through its Master

PLEASE SERVE *IN PERSONAM* DEFENDANTS AS FOLLOWS:

OHT Hawk AS
Care of Offshore Heavy Transport AS
Haakon VII's gate 1, 0161
Oslo, Norway

Offshore Heavy Transport AS
Haakon VII's gate 1, 0161
Oslo, Norway

Songa Shipmanagement Ltd
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Paisley, PA3 2RB, United Kingdom